



26 Geo. II - c. 32 -

for sale of an

An ACT for ~~Enabling the surviving~~  
~~Trustees and Executors of John late~~  
~~Earl of Ashburnham, deceased, to~~  
~~Sell and Convey his Estate at Bre-~~  
~~therton, in the County of Lancaster,~~  
~~pursuant to the Directions, and for the~~  
~~Purposes, of his Will. of John late Earl of~~  
~~Ashburnham deceased & for the purposes therein mentioned~~



Whereas by Indentures of Lease and Release, bearing Date respective-  
 ly the Twenty-first and Twenty-second Days of July One thousand  
 Seven hundred and Fourteen, the Release being Tripartite, and made,  
 or mentioned to be made between the Right Honourable *Henrietta*  
*Maria* Countess Dowager of *Anglesey*, and since deceased, of the  
 First Part; the Right Honourable *John* Lord *Ashburnham*, Baron of *Ashburnham*,  
 in the County of *Sussex*, afterwards Earl of *Ashburnham*, and since also deceased,  
 of the Second Part; *Richard Waring*, Esquire, *Bryan Fairfax* the younger,  
 Esquire, *Richard Brooke*, Esquire, and *Thomas Ashurst*, Esquire, of the Third Part;  
 after reciting therein, That divers Manors, Lands, and Hereditaments, in the seve-  
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ral Counties of *Cumberland*, *Lancaster*, and *Chester*, and in the City of *Chester*, and the County of the same City, and the Counties of *Flint* and *Tork*, therein after-mentioned, did, upon the Death of the Right Honourable *William George Richard* late Earl of *Derby*, descend and come to the said Countess of *Anglesey*, and the Lady *Elizabeth Stanley*, as his Daughters and Coheirs in Coparcenary; and the said Lady *Elizabeth Stanley* being dead, the intire Estate was descended and come to the said Countess Dowager of *Anglesey*; and that she was become solely seised of, or intitled to the same; and also reciting, that divers Manors and Lands therein mentioned were liable to the Arrears of a certain Rent-charge of Six hundred Pounds *per Annum*, before that time granted by some of the Ancestors of the said Countess of *Anglesey*, to *Charles Stanley* and *James Stanley*, Esquires, in Tail Male, and since determined, amounting to Six thousand Six hundred and Thirty-seven Pounds Ten Shillings, and also to some other Incumbrances of the said late Earl of *Derby*; and that the said Countess Dowager of *Anglesey*, in respect of the said Lands and Hereditaments, so descended to her, was liable to several Bonds and Covenants of the said late Earl of *Derby*, wherein his Heirs were bound; and reciting, That the Right Honourable *Elizabeth* Countess Dowager of *Derby*, Relict of the said late Earl, and Mother of the said Countess Dowager of *Anglesey*, having been evicted out of certain Lands and Hereditaments in or near the Forest of *Macclesfield*, in the County Palatine of *Chester*, settled in Jointure on her by the said late Earl, by a Decree in the High Court of Chancery, made the Twentieth Day of *November*, in the Ninth Year of the Reign of her late Majesty Queen *Anne*, in a Cause there depending, between the said Countess Dowager of *Derby*, Plaintiff, and the Right Honourable *James* Earl of *Derby*, and the said Countess of *Anglesey*, and the said Lady *Elizabeth Stanley*, Defendants, and other subsequent Orders made in the said Cause, the said Countess Dowager of *Derby* was intitled to a Recompence for such Part of her Jointure as was evicted, and to have the same out of the other Estate of her late Husband, wherein she was dowable; and the ascertaining the Value of the Lands so evicted, and the Lands of which she was dowable, and was to have her Recompence, and what thereof was in Possession of the said Coheirs, and what was in Possession of the said *James* Earl of *Derby*, and the respective Values thereof, was referred to a Master of the said Court; and reciting further, That the said Countess Dowager of *Anglesey* had, in the Life of the said Lady *Elizabeth Stanley*, charged her Moiety of the said Manors and Lands so descended to her, as aforesaid, with the Sum of Ten thousand Pounds for the Portion of the Right Honourable the Lady *Elizabeth Annesley*, her only Daughter, by *John* late Earl of *Anglesey*, deceased; payable at such Times, and with such Maintenance, as was therein mentioned; and reciting, That a Marriage was then intended between the said *John* Lord *Asbburnham* and the said Countess of *Anglesey*; and that, upon a Treaty of the said Marriage, it had been agreed, that the said *John* Lord *Asbburnham* should receive in Marriage with her Twenty thousand Pounds, to be raised out of her Manors and Lands in manner therein mentioned; it is witnessed, That in Consideration of the said intended Marriage, and for other Considerations therein mentioned, the said Countess Dowager of *Anglesey*, with the Privy and Consent of the said *John* Lord *Asbburnham*, did bargain, sell, release, and confirm, unto the said *Richard Waring*, *Bryan Fairfax*, *Richard Brooke*, and *Thomas Asbburft*, and their Heirs (amongst other Manors, Lands, and Hereditaments, therein mentioned), the Manor or Lordship of *Bretberton*, in the said County of *Lancaster*, with the Rights, Members, and Appurtenances thereof, with all Messuages, Mills, Lands, Tenements, Fairs, Markets, Rents, and Hereditaments, in *Bretberton* aforesaid, which were late the Lands or Hereditaments of the said late Earl of *Derby*, deceased; and, upon his Decease, did descend or come



to the said Countess Dowager of *Anglesey*, and Lady *Elizabeth Stanley*, as aforesaid, to hold the same unto, and to the Use of, the said *Richard Waring*, *Bryan Fairfax*, *Richard Brooke*, and *Thomas Asbburst*, and their Heirs and Assigns, upon the Trusts, and to and for the Intents and Purposes, therein mentioned; that is to say, as for and concerning all Lands and Hereditaments liable to the Payment of the said Rent charge of Six hundred Pounds *per Annum*, upon Trust by any the Ways and Means therein mentioned, to raise and pay the Arrears thereof, and as for and concerning all the said Manors, Lands, and Hereditaments, vested in the said *Richard Waring*, *Bryan Fairfax*, *Richard Brooke*, and *Thomas Asbburst*, as aforesaid, upon Trust, that they should by and out of the Rents, Issues, and Profits, or by Sale, Mortgage, or Leasing, of all or any of the Manors, Lands, and Hereditaments, in them vested, as aforesaid, raise and pay, in the First place, the Sums of Seven hundred Pounds, and One thousand One hundred Pounds, therein mentioned to be due and arising from the said *Henrietta Maria* Countess Dowager of *Anglesey*, to the Right Honourable *Arthur* Earl of *Anglesey*, and secured on other Parts of the Estate of the said Countess Dowager of *Anglesey*, and Interest for the same; and after Payment thereof, and of all Debts and Incumbrances of the said late Earl of *Derby*, which affected any of his Manors and Lands descended and come to the said Countess of *Anglesey*, or to which she, as his Heir, was, in respect thereof, liable and subject to such Recompence intended to be made to the said Countess Dowager of *Derby*, in respect of the Part of her Jointure so evicted, as aforesaid, as was to be answered out of the Lands and Hereditaments of the said late Earl of *Derby* descended to his Coheirs, as aforesaid, and to the Decree for making good the same; and subject, as to a Moiety of the said Manors and Lands, to such Charge for the Portion and Maintenance of the said Lady *Elizabeth Anne*, as aforesaid, upon Trust, to levy and raise the Sum of Twenty thousand Pounds for the Marriage-Portion of the said Countess Dowager of *Anglesey*, which was thereby agreed to be applied by the said Trustees, to pay such Debts of the said Lord *Asbburnham* as he then owed, in such Order, Proportion, and Manner, as he should, by any Writing or Writings, by him signed, in the Presence of Two or more credible Witnesses direct or appoint; and that the Residue of the said Portion or Sum of Twenty thousand Pounds, if any should remain, after Payment of all such Debts of the said *John* Lord *Asbburnham*, as aforesaid, should be paid unto him, his Executors, Administrators, and Assigns, to and for his and their own Use and Benefit; and it was thereby provided and declared, That all and every Sum and Sums of Money which should be raised out of the Premises therein mentioned to be released, and all and every other Sum and Sums of Money vested in the said *Richard Waring*, *Bryan Fairfax*, *Richard Brooke*, and *Thomas Asbburst*, which should remain after the Trusts therein before declared, should be fully performed, should by them, and the Survivors and Survivor of them, and the Heirs of such Survivor, by and with the Consent of the said *Henrietta Maria* Countess Dowager of *Anglesey*, by Writing, under her Hand and Seal, be laid out in the Purchase of Lands, Tenements, and Hereditaments, to be settled to such Uses, Trusts, Intents, and Purposes, as she, by any Deed or Deeds, to be executed and attested, as is therein mentioned, should direct, limit, or appoint; and, as well in Default of such Direction or Appointment, as in the mean time, until such Direction or Appointment should be made, upon Trust, to pay the Rents, Issues, and Profits, of such Lands, Tenements, and Hereditaments, to the said Countess Dowager, and her Assigns, during her Life, for her sole and separate Use, and, after her Decease, to the Intent and Purpose that the said Trustees, and their Heirs, should stand seised of the said Lands, Tenements, and Hereditaments, when purchased, to the Use of the First and every other Son of the Body of the said Countess Dowager, by the said *John* Lord

Lord *Asbburnham*, to be begotten successively in Tail Male; Remainder to the Use of the said Countess Dowager and the Heirs of her Body, Remainder to the Use of her right Heirs; and that, until such Purchase should be made, the said Sum and Sums of Money should be put out at Interest by the said Trustees, and the Survivors or Survivor of them, and his Heirs, upon Securities, by and with the Consent of the said Countess Dowager; and that the Interest and Proceed thereof should be paid to her, or her Assigns, for her sole and separate Use; and after her Decease, should be paid to, and disposed of for the Benefit of such Person or Persons respectively, to whom the Rents and Profits of the Lands, Tenements, and Hereditaments, if purchased, as aforesaid, would, from time to time, belong or appertain, according to the true Intent and Meaning of the same Indenture of Release:

And whereas by Indenture Sexpartite, bearing Date the Thirtieth Day of August One thousand Seven hundred and Seventeen, and made, or mentioned to be made between the said *John Lord Asbburnham*, and *Henrietta Maria Lady Asbburnham* his Wife, of the First Part; *Francis Charteris*, Esquire, of the Second Part; *William Gibbons*, Doctor of Physick, of the Third Part; the said *Richard Waring*, *Bryan Fairfax*, and *Thomas Asbburft*, of the Fourth Part; *Francis Brace*, *Charles Bernard*, *Morgan Mathew*, and *James Mackburney*, Gentlemen, of the Fifth Part; *John Cotton*, Esquire, and other Creditors of the said *John Lord Asbburnham*, therein named, of the Sixth Part; after reciting the said Indenture of Release, of the Twenty-second Day of July One thousand Seven hundred and Fourteen; and also reciting, That the said Lady *Elizabeth Stanley* was dead unmarried, under the Age of Eighteen Years; and also reciting several Bonds and Judgments from the said Lord *Asbburnham*, to the said *Francis Charteris*, for securing several Sums of Money, with Interest; and that the several principal Sums due, and payable in and by the said Bonds and Judgments, did, together with the Costs recovered thereon, amount to the principal Sum of Eight thousand Three hundred and Ninety Pounds, besides Interest; and that the said *John Lord Asbburnham* was also indebted unto Doctor *William Gibbons*, in the principal Sum of Five thousand Pounds, secured by Mortgage and Judgment; and unto *John Cotton*, *Alexius Clayton*, and other the Creditors therein mentioned, in several Sums of Money which became due since his Marriage, amounting together to the Sum of Nine thousand Four hundred and Thirty-two Pounds Four Shillings and Fourpence, or thereabouts, and were all the Debts which the said *John Lord Asbburnham* then owed, upon any Security or Securities whatsoever, save the several Debts mentioned in the First Schedule thereunto annexed, amounting to Four thousand Seven hundred and Ninety-two Pounds Seventeen Shillings and One Penny, which were therein mentioned to be contracted before his Marriage with the said Lady *Henrietta Maria*; and were all that remained of the Debts then unpaid; and were intended to be paid and satisfied out of the said Twenty thousand Pounds, or so thereof as was not then raised and applied, according to the true Intent of the Trust mentioned in the said Indenture Tripartite of Release; it is witnessed, That the said *John Lord Asbburnham*, and Lady *Henrietta Maria* his Wife, in pursuance of an Agreement therein mentioned, and for raising Money sufficient to pay the said *Francis Charteris* and *William Gibbons*, and the several other Creditors their several Sums of Money therein mentioned, with Interest, and in the mean time, for securing the same, did jointly and severally, in pursuance of the Power reserved to the said Lady *Henrietta Maria* by the said recited Indenture Tripartite, direct, limit, and appoint, that the said *Richard Waring*, *Bryan Fairfax*, and *Thomas Asbburft*,



*Asbburst*, should make Sale of all or so much of the Trust Estate as they should think necessary, for all the Purposes of the said recited Tripartite Indenture or Deed of Trust; and the said *John Lord Asbburnham* did thereby direct, order, and appoint, the said Trustees, *Richard Waring*, *Bryan Fairfax*, and *Thomas Asbburst*, in the First place, to pay unto the several Persons, in the First Schedule to the said Indenture mentioned, their several Debts and Interests, in such Order and Course as the same is therein mentioned and expressed; and after Payment thereof, then to pay such other of the Debts as were due from the said *John Lord Asbburnham*, at the time of his said Marriage; and after all such Debts were fully paid, with Interest, then the said *John Lord Asbburnham* did thereby assign the Overplus of the said Twenty thousand Pounds to the said *Francis Charteris*, first towards the Discharge of his said Debt and Interest, and afterwards what should then remain, to the said Doctor *William Gibbons*, to pay his said Debt and Interest: And the said *John Lord Asbburnham* did thereby direct and appoint the said *Richard Waring*, *Bryan Fairfax*, and *Thomas Asbburst*, to pay all or so much of the Residue and Overplus of the said Twenty thousand Pounds accordingly; and if any of the said Twenty thousand Pounds should still remain, after answering all the Payments aforesaid, together with the Costs and Expences in and about the Execution of the said Trust, then to pay over the same into the Hands of the said *Francis Brace*, *Charles Barnard*, *Morgan Matbew* and *James Mackburney*: And after Payment thereof, then the said Lady *Henrietta Maria Asbburnham* did, in pursuance of the Power to her given by the said recited Indentures Tripartite, direct, limit, and appoint, That they the said *Richard Waring*, *Bryan Fairfax*, and *Thomas Asbburst*, and the Survivor of them, and the Heirs of such Survivor, should convey and assure all the said Manors, Lands, Trust-Estate, and Premises, which should then remain unsold, for the Purposes aforesaid, unto, and to the Use of, the said *Francis Brace*, *Charles Barnard*, *Morgan Matbew*, and *James Mackburney*, and their Heirs, upon Trust, to sell the same; and out of the Purchase-money arising thereby, in the First place, to pay unto the said *Francis Charteris* all or so much of his Debt of Nine thousand Two hundred Pounds and Interest, as should then remain unsatisfied, and afterwards unto the said *William Gibbons* his said principal Sum of Five thousand Pounds and the Interest thereof; and after such Payment, then to pay all and every the Debts mentioned in the Second Schedule annexed to the said Indenture, in equal Proportions, or in such manner as the said Lady *Asbburnham* should, by Writing, under her Hand, direct; and to pay the Residue of the Money, to be raised by such Sale, unto such Person or Persons, and for such Uses, Intents, and Purposes, as she (although a Feme Covert) should, by Writing under her Hand, direct or appoint; and for want and until such Direction or Appointment, to and for her First, Second, Third, and other Sons, in Tail Male, with such Remainders over as are declared concerning the Lands intended to have been purchased with the Money that should be raised by the said Trustees, and which should remain after Performance of the Trust vested in them in and by the said Indenture Tripartite of Release:

And whereas by a Decree, or Decretal Order, of the High Court of Chancery, made the Fourteenth Day of July, in the Fifth Year of the Reign of his late Majesty King George the First, in a Cause there depending between the Honourable *Henrietta Bridget Asbburnham*, only Daughter and Heir of the said *Henrietta Maria Lady Asbburnham*, deceased, an Infant, by *Charles Earl of Arran* her next Friend, and others, Complainants, and the said *John Lord Asbburnham*, *Richard Waring*, *Bryan Fairfax*, and *Thomas Asbburst*, *Francis Charteris*, *William Gibbons*,

*Francis Brace, James Mackburney, Charles Barnard, and Morgan Mathew, Defendants*, it was, amongst other Things, ordered and decreed, That the several Trusts created by the said several Deeds of the Twenty-second of *July* One thousand Seven hundred and Fourteen, and Thirtieth of *August* One thousand Seven hundred and Seventeen, should be executed and performed; and that in order thereto, the Trustees should account before Master *Meller*, one of the Masters of the said Court, for what they had received out of the Rents and Profits, or by Sale, of any Part of the Trust-Estate, and should bring the Money remaining in their Hands before the said Master, to be applied in pursuance of the said Trust; and, for that Purpose, the said Master was to examine what Parts of the said several Trusts had been performed, and what not, and to take an Account of, and state the Debts that remained unsatisfied, and the Course in which the same were payable: And, for the speedier Performance of the said Trust, it was further ordered, That the Defendants *Waring, Fairfax, and Ashburnst*, the Trustees in the first Deed, should sell or mortgage so much and such Part of the said Trust-Estate as remained unsold, as the said Master should find necessary, for raising Money to discharge the Trust-Debts that should remain unpaid; and the Master was to allow of such Sale, and see the Money raised thereby applied to pay the said Debts:

And whereas *John Borrett*, Esquire, who succeeded the said Master *Meller* in his Office of Master, did, in pursuance of the said Decree, make his Report, bearing Date the Twentieth Day of *February* One thousand Seven hundred and Twenty-one; and thereby, after setting forth the said Two several Deeds of Trust, certified, that the said Trustees had paid (amongst other Things) to several of the Creditors of the said *John Lord Ashburnham*, for Debts due before the said Marriage, several Sums of Money in the First Schedule to his said Report, amounting to Eight thousand Nine hundred and Fourteen Pounds Fourteen Shillings and Four Pence, out of the Twenty thousand Pounds Portion provided to be raised by the said First Deed of Trust, and to several of the Creditors in the First Schedule to the said Deed of Trust of the Thirtieth of *August* One thousand Seven hundred and Seventeen several Sums mentioned in the Second Schedule to the said Report, amounting to Three thousand One hundred and Fifty-five Pounds Thirteen Shillings and Six Pence; and that, besides the several Sums paid by the said Trustees before the said Deed of the Thirtieth of *August* One thousand Seven hundred and Seventeen was executed, and the Sums mentioned in the First Schedule to that Deed, there appeared to have been due, from the said *John Lord Ashburnham*, at the Time of his Marriage, to *William Sloper*, Esquire, the principal Sum of Six thousand Pounds on a Mortgage of Lands in *Wales*; and that it appeared, that the said Six thousand Pounds was still owing from the said *John Lord Ashburnham* to the said *William Sloper*; and that the said *John Lord Ashburnham* claimed to have a Satisfaction of the said Sum out of that Part of the said Twenty thousand Pounds which should remain after a Deduction of the said several Sums of Eight thousand Nine hundred and Fourteen Pounds Fourteen Shillings and Four Pence, and Three thousand One hundred and Fifty-five Pounds Thirteen Shillings and Six Pence; and of the Sum of Two thousand Four hundred and Sixteen Pounds Seven Shillings and Seven Pence, being the Sum then remaining due for Principal and Interest to the several Creditors named in the First Schedule to the said Deed of the Thirtieth of *August* One thousand Seven hundred and Seventeen, as aforesaid, as appeared by the Third Schedule to the said Report; but in regard the Sum so claimed by the said *John Lord Ashburnham* was not mentioned in either of the said Trust-Deeds, the Master submitted to the Court whether the same should be allowed:

And



And whereas by a subsequent Order of the said Court, made in the said Cause the Seventh Day of *March* One thousand Seven hundred and Twenty-one, it was ordered, That the said *William Sloper* should be paid the said Debt of Six thousand Pounds out of the Residue of the said Twenty thousand Pounds, after the other Debts in the said Master's Report, and the Schedules thereto annexed, mentioned to be prior thereto, should be paid:

And whereas the said Master *Borrett*, in pursuance of the said Decree, proceeded to the Sale of the said Estate; and by his Report, dated the Twenty-eighth Day of *April* One thousand Seven hundred and Twenty-four, certified the said *Alexius Clayton* to be the best Purchaser of the Manor of *Bretberton*, and Lands thereunto belonging, at the Price of Five thousand Pounds; which Report, by Two several Orders of the said Court, dated the Thirtieth Day of *April*, and Nineteenth Day of *May*, One thousand Seven hundred and Twenty-four were absolutely confirmed.

And whereas the Name of the said *Alexius Clayton* was made use of in the said Purchase only in Trust for *Francis Annesley*, Esquire:

And whereas by Indenture Tripartite, bearing Date the Second Day of *June* One thousand Seven hundred and Twenty-five, and made, or mentioned to be made, between the said *John Lord Ashburnham*, of the First Part; the said *Richard Waring*, *Bryan Fairfax*, and *Thomas Ashburnst*, of the Second Part; and the said *Francis Annesley*, of the Third Part; and duly inrolled in his Majesty's Court of Common Pleas at *Westminster*; in Consideration of the Sum of Five thousand Pounds, therein mentioned to be paid *Mark Thurston*, Esquire, one of the Masters of the High Court of Chancery; by the said *Francis Annesley*, being the same Sum mentioned to be the Consideration-money of One Indenture Quadrupartite of Release, bearing even Date therewith, and made, or mentioned to be made, between the said *John Lord Ashburnham*, of the First Part; the said *Richard Waring*, *Bryan Fairfax*, and *Thomas Ashburnst*, of the Second Part; *Alexius Clayton*, of the *Middle Temple*, *London*, of the Third Part; and the said *Francis Annesley*, of the Fourth Part; and in Consideration of Five Shillings apiece therein mentioned to be paid to them the said *John Lord Ashburnham*, *Richard Waring*, *Bryan Fairfax*, and *Thomas Ashburnst*, by the said *Francis Annesley*, he the said *John Lord Ashburnham*, and, by his Direction, the said *Richard Waring*, *Bryan Fairfax*, and *Thomas Ashburnst*, did bargain and sell unto the said *Francis Annesley*, and his Heirs, all that the Manor or Lordship, or reputed Manor or Lordship, of *Bretberton*, in the said County of *Lancaster*, with all the Rights, Liberties, Privileges, Franchises, Royalties, Jurisdictions, Immunities, and Appurtenances whatsoever, to the said Manor or Lordship, or reputed Manor or Lordship, belonging, or in any-wise appertaining; and also all that Messuage or Tenement, and Farm, situate and being in *Bretberton* aforesaid, then or late in the Tenure or Occupation of *Mary Nicholson*, and the Lands and Grounds to the said Messuage or Tenement belonging, or therewith held and enjoyed, containing, by Estimation, Seventeen Acres, be the same more or less; and all that other Messuage or Tenement, with the Lands thereto belonging, or therewith held and enjoyed, containing, by Estimation, Seventeen

Seventeen Acres and Three Roods, be the same more or less, then or late in the Tenure or Occupation of *John Hodges*; and also all that other Messuage or Tenement, with the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Eleven Acres and One Rood, be the same more or less, then or late in the Tenure or Occupation of *Thomas Wilson*; and also all that other Messuage or Tenement, with the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Twelve Acres Three Roods and Half a Rood, be the same more or less, then or late in the Tenure or Occupation of the said *John Hodges*, his Undertenants or Assigns; and also all that other Messuage or Tenement, with the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Thirteen Acres Three Roods and Half a Rood, be the same more or less, then or late in the Tenure or Occupation of *Ralph Rylance*, his Undertenants or Assigns; and also all that other Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, One Acre and Three Roods, be the same more or less, then or late in the Tenure or Occupation of *William Porter*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, containing, by Estimation, Three Roods and One Quarter of a Rood, be the same more or less, then or late in the Tenure or Occupation of *Henry Evilson*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Seventeen Acres, be the same more or less, then or late in the Tenure or Occupation of *William Bampford*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, and therewith used and enjoyed, containing, by Estimation, Three Acres and Two Roods, be the same more or less, then or late in the Tenure or Occupation of *Edward Backside*, his Undertenants or Assigns; and also all that other Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, One Acre and One Rood, be the same more or less, then or late in the Tenure or Occupation of *John Park*, his Undertenants or Assigns; and also all that other Messuage or Tenement, and all Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Four Acres, be the same more or less, then or late in the Tenure or Occupation of *Thomas Forshaw*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Two Acres and Three Roods, be the same more or less, then or late in the Tenure or Occupation of *Thomas Godbar*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith held and enjoyed, containing, by Estimation, Eight Acres, be the same more or less, formerly in the Possession of *Hugh Turner*, and then or late in the Possession of *Thomas Porter*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith used, held, and enjoyed, containing, by Estimation, Fourteen Acres and One Rood, be the same more or less, then or late in the Tenure or Occupation of *Henry Stannanought*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Nine Acres and Two Roods, be the same more or less, then or late in the Tenure or Occupation of *John Blackburnst*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Fourteen Acres Two Roods and an Half, be the same more or less, then or late in the Tenure or Occupation of *Alexander Legh*, Gentleman, his Undertenants or Assigns; and also all that Messuage



suage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Twenty-five Acres and Two Roods, be the same more or less, then or late in the Tenure or Occupation of *Samuel Bampford*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands and Hereditaments thereunto belonging, or therewith usually held and enjoyed, containing, by Estimation, Thirty Acres and Two Roods, be the same more or less, then or late in the Tenure or Occupation of *John Blackburne*, Gentleman, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, containing, by Estimation, Twenty-one Acres, be the same more or less, then or late in the Tenure or Occupation of *Henry Dandy*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Fifteen Acres and Two Roods, be the same more or less, then or late in the Tenure or Occupation of *Henry Wilson* the elder, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Thirteen Acres, be the same more or less, then or late in the Tenure or Occupation of *Henry Breiberton*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, One Acre and Two Roods, be the same more or less, then or late in the Tenure or Occupation of *Henry Waterworth*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Five Acres and Two Roods, be the same more or less, then or late in the Tenure or Occupation of *John Fump*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Two Acres and Two Roods, be the same more or less, then or late in the Tenure or Occupation of *Richard Cross* the elder, his Undertenants or Assigns; and all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Fourteen Acres and Three Roods, be the same more or less, then or late in the Tenure or Occupation of *Jennett Taylor*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Twenty-six Acres and Three Roods, be the same more or less, then or late in the Tenure or Occupation of *William Farrer*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Fifteen Acres and Two Roods and Half a Rood, be the same more or less, then or late in the Tenure or Occupation of *William Rose*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Five Acres and One Rood, be the same more or less, then or late in the Tenure or Occupation of *Henry Hesketh* the elder, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Ten Acres and One Rood, be the same more or less, then or late in the Tenure or Occupation of *Henry Hesketh* the younger, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Twenty Acres, be the same more or less, then or late in the Tenure or Occupation of *Henry Hodges*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Nine

Acres and Three Roods, be the same more or less, then or late in the Tenure or Occupation of *Ralph Cross*, his Under-tenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Nine Acres Three Roods and Half a Rood, be the same more or less, then or late in the Tenure or Occupation of *Richard Baxconden*, his Under-tenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Fifteen Acres and One Rood, be the same more or less, then or late in the Tenure or Occupation of *Parker*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Eleven Acres, be the same more or less, then or late in the Tenure or Occupation of *John Smith*, his Under-tenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith held and enjoyed, containing, by Estimation, Twenty-seven Acres and Two Roods, be the same more or less, then or late in the Tenure or Occupation of *John Finch*, his Under-tenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Fourteen Acres, be the same more or less, then or late in the Tenure or Occupation of *John Farrer*, his Undertenants or Assigns; and also all that Messuage or Tenement, with the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Eight Acres, be the same more or less, then or late in the Tenure or Occupation of *Peter Jump*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Twenty-three Acres and Three Roods, be the same more or less, then or late in the Tenure or Occupation of *Robert Mandesley*, his Undertenants or Assigns; and also all that Messuage or Tenement, and Lands thereto belonging, or therewith usually held and enjoyed, containing by Estimation, Twenty-two Acres, be the same more or less, then or late in the Tenure or Occupation of *Walding*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Six Acres, be the same more or less, then or late in the Tenure or Occupation of *William Bannister*, his Undertenants or Assigns; and also all that other Messuage or Tenement, and the Lands thereto belonging, containing, by Estimation, One Acre, be the same more or less, then or late in the Tenure or Occupation of the said *William Bannister*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Five Acres, be the same more or less, then or late in the Tenure or Occupation, of *Richard Cross* the younger, his Undertenants or Assigns; and also all that Cottage or Tenement, with the Lands thereto belonging, or therewith usually held and enjoyed, containing, by Estimation, Three Roods, be the same more or less, then or late in the Tenure or Occupation of *William Porter*, his Undertenants or Assigns; and also all that Messuage or Tenement, and the Lands thereto belonging or therewith held and enjoyed, containing, by Estimation, One Acre and One Rood, be the same more or less, then or late in the Tenure or Occupation of *Richard Cross*, Son, the said *Richard Cross*, his Undertenants or Assigns; all which said Messuages, Cottages, Farms, and Lands, are situate, lying, and being in *Bretberton* aforesaid, in the said County of *Lancaster*; and also all that yearly Rent or Sum of Eight Shillings, issuing and payable out of certain Lands and Hereditaments in *Bretberton* aforesaid, then or late in the Tenure or Occupation of *Henry Bretberton*; and also all that other yearly Rent of One Shilling and Three-pence, issuing out of Lands



Lands and Hereditaments in *Bretberton* aforesaid, then or late in the Tenure of Occupation of the said *John Jackson*; and One other yearly Rent of Two Pence, issuing out of Lands in *Bretberton* aforesaid, then or late in the Tenure or Occupation of *Samuel Bampford*; which said several yearly Rents are payable at the Feast of Saint Martin the Bishop in Winter, in every Year; and also all those several Pieces or Parcels of Moss-ground, lately inclosed and taken from the Common of *Bretberton* aforesaid, then or late in the several Tenures or Possessions of *John Hodges*, *Henry Dandy* the elder, *Henry Dandy* the younger, *John Blackburnst*, and *Thomas Porter*, at and under the several small yearly Rents, amounting together to Ten Shillings and Three Pence; and all and singular other the Messuages, Cottages, Lands, Tenements, Farms, Woods, Underwoods, and Hereditaments, situate, lying, and being, in *Bretberton* aforesaid, wherein they the said *John Lord Ashburnham*, *Richard Waring*, *Bryan Fairfax*, and *Thomas Ashburnst*, or any of them, then had any Estate of Inheritance or Freehold, and which were late the Estate of the said *William George Richard* late Earl of *Derby*, deceased, together with all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Wastes, Waste-grounds, Ways, Waters, Watercourses, Fishings, Fishing-places, Marshes, Woods, Underwoods, Warrens, and all other Profits, Commodities, Emoluments, Hereditaments, Advantages, and Appurtenances whatsoever to the said Manor, Messuages, Lands, and Premises, belonging, or in any-wise appertaining; and also all the Estate, Right, Title, Interest, Use, Trust, Inheritance, Property, Claim, and Demand whatsoever, of them the said *John Lord Ashburnham*, *Richard Waring*, *Bryan Fairfax*, and *Thomas Ashburnst*, every or any of them, of, in, to, or out of the said Manor, Messuages, Lands, Tenements, Hereditaments, and other the Premises thereby bargained and sold, or mentioned or intended so to be, and of every Part and Parcel thereof; and the Reversion and Reversions, Remainder and Remainders, of all and singular the said Premises; and also all and every the Rents, Issues, yearly and other Profits, reserved, due, and made payable, upon any Demise, Lease, or Grant, Demises, Leases, or Grants, made of the said Premises, or any Part thereof, with the Counterparts of such Lease or Leaselet; together with all Deeds, Evidences, and Writings whatsoever, touching or concerning the Premises only, or of only any Part thereof; To hold the same unto, and to the Use of, the said *Francis Annesley*, and his Heirs, for ever:

And whereas by Indenture bearing Date, the Sixth Day of *April* One thousand Seven hundred and Twenty-eight, mentioned to be made between the said *John Lord Ashburnham* and *Francis Annesley*, of the One Part; and the Right Honourable *Edward Southwell*, Esquire, and the said *Richard Waring*, of the other Part; but executed only by the said *Edward Southwell* and *Richard Waring*; after reciting, or taking Notice, that the said *Francis Annesley* had purchased the said Manor of, and Premises at, *Bretberton*, for the Sum of Five thousand Pounds; and that the Purchase was made in the Name of the said *Alexius Clayton*; and that the said Manor and Premises were, by the said recited Indentures of Lease and Release of the First and Second Days of *June* One thousand Seven hundred and Twenty-five, conveyed unto, and to the Use of the said *Francis Annesley* and his Heirs; and reciting also, that the Name of the said *Francis Annesley* was made use of in the said recited Indentures in Trust only for the said *John Lord Ashburnham* and his Heirs; and that the Purchase-money paid for the said Manor and Premises was the proper Money of the said *John Lord Ashburnham*; and reciting also, that, by Indentures of Lease and Release, bearing Date respectively on or about the Twenty-second  
and

and Twenty-third Days of November One thousand Seven hundred and Twenty-three, the Release being Quadrupartite, and made, or mentioned to be made, between the said *John Lord Asburnham*, of the First Part; the Honourable *Bertram Asburnham*, Esquire, Brother of the said *John Lord Asburnham*, of the Second Part; the said *Bryan Fairfax* and *John Middleton*, Esquire, of the Third Part; and the said *Edward Southwell* and *Richard Waring*, of the Fourth Part; and by common Recovery suffered in *Hilary Term* then next following; several Lands and Hereditaments in the County of *Bedford*, therein particularly mentioned, were limited to the Use of the said *Edward Southwell*, and *Richard Waring*, and their Heirs, in Trust, to sell the same, and to apply the Money arising by Sale thereof, for Payment of several Sums of Money, and defraying several Expences in the said Indentures of Release mentioned; and, after Payment thereof, to apply the Surplus of the Money to be raised by such Sale, in the First place, towards discharging a Portion of Twenty thousand Pounds provided for the Honourable *Henrietta Bridget Asburnham*, Daughter of the said *John Lord Asburnham*, by *Henrietta Maria* Countess Dowager of *Anglesea*, deceased, his late Wife, or so much thereof as the same would extend to pay; and, in the mean time, until such Portion should become due and payable, the same Surplus to be put out, and continued, at Interest, by the said *Edward Southwell* and *Richard Waring*, their Executors, Administrators, or Assigns, upon Government or other Securities, in such manner as they should think most proper and convenient; the Interest and Produce of such Surplus-money to be paid to the said *John Lord Asburnham* during his Life; and after such Portion paid off or discharged, then the same, or the remaining Surplus, if any, to be by them applied in the Purchase of other Lands and Hereditaments in *Great Britain*, to be settled and limited to and upon the said *John Lord Asburnham*, for his Life, without Impeachment of Waste; Remainder to the said *Edward Southwell* and *Richard Waring*, and their Heirs, during his Life, to support contingent Uses, with Remainder, to his First and other Sons successively, in Tail Male; Remainder to the said *Bertram Asburnham*, for his Life, with Remainder to his First and other Sons successively, in Tail Male; with Remainder to the Heirs of the Body of *John* then late Lord *Asburnham*; Remainder to his right Heirs; and reciting, That the said *Edward Southwell* and *Richard Waring* had agreed with the said *John Lord Asburnham* to place out the Sum of Four thousand Five hundred Pounds, Part of the Surplus-money arising by Sale of the said Lands and Hereditaments in the County of *Bedford*, on the Security of the Manor and Premises therein after-mentioned; it is witnessed, That, in Consideration of the Sum of Four thousand Five hundred Pounds (being Part of the said Surplus-money therein mentioned to be paid to the said *John Lord Asburnham* by the said *Edward Southwell* and *Richard Waring*), and for other the Considerations therein mentioned, he the said *Francis Annesley*, by the Direction and Appointment of the said *John Lord Asburnham*, did bargain, sell, release, and confirm, and the said *John Lord Asburnham* did grant, release, and confirm, unto the said *Edward Southwell* and *Richard Waring*, and their Heirs, the said Manor of *Bretberton*, and all and every Messuages, Farms, Lands, Tenements, Hereditaments and Premises, comprised in, and granted and conveyed, or mentioned or intended to be granted and conveyed, by the said recited Indentures of Lease and Release of the First and Second Days of *June* One thousand Seven hundred and Twenty-five; with their and every of their Rights, Royalties, Members, and Appurtenances; and which are therein mentioned to be in the actual Possession of the said *Edward Southwell* and *Richard Waring*, by virtue of a Bargain and Sale for One Year, dated the Day before the Day of the Date thereof, to hold unto, and to the Use of, the said *Edward Southwell* and *Richard Waring*,  
their



their Heirs and Assigns; in which said Indenture is contained a Proviso, purporting, That if the said *John Lord Asbburnham*, or his Assigns, should, at any time during his Life, pay to the said *Edward Southwell* and *Richard Waring*, their Executors, Administrators, or Assigns, the Sum of Four thousand Five hundred Pounds; or if the Heirs, Executors, Administrators, or Assigns, of the said Lord *Asbburnham* should, within Six Calendar Months next after his Decease, pay to the said *Edward Southwell* and *Richard Waring*, their Executors, Administrators, or Assigns, the Sum of Four thousand Five hundred Pounds, with Interest for the same from the Death of the said Lord *Asbburnham*, after the Rate of Five Pounds *per Centum per Annum*, then, and in either of the said Cases, the said *Edward Southwell* and *Richard Waring*, their Heirs and Assigns, should and would, at the Request, Costs, and Charges, of the said *John Lord Asbburnham*, his Heirs or Assigns, convey all and singular the said Manor and Premises mentioned to be thereby released unto him, his Heirs and Assigns, or to such other Person or Persons as he or they should, for that Purpose, nominate or appoint:

And whereas the original Indenture of Mortgage, of which the Indenture herein last before recited is only a Counterpart, and also the said Indentures of Lease and Release of the First and Second Days of *June* One thousand Seven hundred and Twenty-five, cannot be found, and are supposed to have been burnt and destroyed by a Fire which happened in the House of *William Ball Waring*, Esquire, who was the only Son and Heir, and also Executor of the last Will and Testament, of the said *Richard Waring*, who survived the said *Edward Southwell*, and is supposed to have had the said Mortgage-Deed, and other Deeds, in his Custody:

And whereas by an Order of the said Court of Chancery, made on the Sixth Day of *February* One thousand Seven hundred and Thirty, in a Cause wherein the said *Henrietta Bridget Asbburnham*, an Infant, by her next Friend, and others, were Plaintiffs; and the said *John* late Earl of *Asbburnham*, *Richard Waring*, *Bryan Fairfax*, *Thomas Asbburst*, and others, Defendants; after taking Notice of the said Indentures of Lease and Release of the Twenty-first and Twenty-second Days of *July* One thousand Seven hundred and Fourteen; and the Trusts thereby declared, for raising Money to pay the several Incumbrances therein mentioned; and also the Sum of Twenty thousand Pounds, for the Marriage-Portion of the said *Henrietta Maria Lady Asbburnham*, to be applied for the Payment of the Debts of the said Earl of *Asbburnham*; and the Direction for laying out the Surplus of the Money to be raised under the said Trusts in the Purchase of Lands to be settled and limited to the Sons of the said Lord *Asbburnham*, by the said Lady *Asbburnham*, in Tail Male, with Remainder to her Heirs, as before mentioned; and also taking Notice of the said Deed of the Thirtieth Day of *August* One thousand Seven hundred and Seventeen; and that the said Lady *Asbburnham* died in One thousand Seven hundred and Eighteen, leaving Issue only the said *Henrietta Bridget Asbburnham*; and also taking Notice of the said Decree of the Fourteenth Day of *July* One thousand Seven hundred and Nineteen; and also setting forth, That the said *Bryan Fairfax* had, on the Twenty-fourth Day of *August* One thousand Seven hundred and Twenty, received out of the Trust Estate Two thousand Pounds, and had paid the same to the said *John Earl of Asbburnham*; but did not pass any Account relating thereto; whereby the said Earl's Demand as to the Remainder of the said Twenty thousand Pounds, con-

tinued infire; and he accordingly received the same, without any Allowance made for the said Two thousand Pounds; and was willing to indemnify the said *Bryan Fairfax* with regard to the said Over-payment of Two thousand Pounds, by paying or securing the same, pursuant to the said Deed of Trust; it was ordered, That Master *Tburston*, the Master, should see, that a proper and sufficient Security should be made by the said Earl of *Asburnham*, for the said Two thousand Pounds, according to the said Deed of Trust; and that, upon his making such sufficient Security, the said *Bryan Fairfax* should be thereby indemnified in paying the said Two thousand Pounds to him:

And whereas the said Master *Tburston*, by Two several Reports made in pursuance of the said Order, and bearing Date respectively the Second and Twelfth Days of *June* One thousand Seven hundred and Thirty-one, certified, That the Earl of *Asburnham* having proposed to secure the said Sum of Two thousand Pounds, by a Mortgage, or Release of the Equity of Redemption of the Manor and Lands of *Bretberton* in the County of *Lancaster*, Part of the Trust-Estate in Question in the Cause, and purchased by the said Earl under the Decree in the said Cause, and which he had already mortgaged to the Defendant *Richard Waring*, for securing Four thousand Five hundred Pounds, he conceived the said Estate to be a sufficient Security for both the said Sums of Two thousand Pounds and Four thousand Five hundred Pounds; and that he had approved thereof, as a Security for the said Two thousand Pounds; and also of a proper Conveyance to be made by the Defendant the Earl of *Asburnham*, for securing the Sum of Two thousand Pounds, for the Benefit of the said *Henrietta Bridget Asburnham*, the Infant, by a Mortgage of the said Manor and Lands of *Bretberton*; and that the same was by Deed-Poll, dated the Twelfth Day of the said Month of *June*, indorsed on the Indenture of Release therein mentioned to be made between the said *John* Earl of *Asburnham*, of the First Part; the said *Francis Annesley*, of the Second Part; and the said *Edward Southwell* and *Richard Waring*, of the Third Part; whereby the said Manor and Premises were conveyed to the said *Edward Southwell* and *Richard Waring*, and their Heirs; subject to a Proviso, for re-conveying the same to the said Earl of *Asburnham* and his Heirs, or as he or they should appoint, on his or their paying the Sum of Four thousand Five hundred Pounds, in manner therein mentioned; and that, by the said Deed-Poll indorsed, the said Earl of *Asburnham* did release and confirm the same Manor and Premises, and his Equity of Redemption therein, to the said *Richard Waring*, and his Heirs, subject to a further Proviso, for re-conveying the same to the said Earl and his Heirs, upon Payment, by him, his Heirs, Executors, Administrators, or Assigns, not only of the said Sum of Four thousand Five hundred Pounds, but also the said Sum of Two thousand Pounds, to the said Defendants *Richard Waring*, *Bryan Fairfax*, and *Thomas Asburst*, in Trust, for such Person or Persons as should be intitled to receive the same by virtue of the several Deeds of Trust of the Twenty-second Day of *July* One thousand Seven hundred and Fourteen, and Thirtieth Day of *August* One thousand Seven hundred and Seventeen; together with such Interest as the Court should, at any time thereafter, direct:

And whereas the said *Richard Waring* survived the said *Edward Southwell*; and afterwards died, having first made his last Will and Testament, in Writing, and appointed *William Ball Waring*, his Son and Heir, Executor thereof; and the said *William Ball Waring* is since also dead without Issue, having first made his



his last Will and Testament, in Writing, and thereby appointed *Mary* his Wife, now the Wife of *Thomas Gore*, Esquire, Executrix thereof; and, upon his Death, the legal Estate and Interest of and in the Premises so mentioned to be mortgaged to the said *Edward Southwell* and *Richard Waring*, in and by the said Indenture of the Sixth Day of *April* One thousand Seven hundred and Twenty-eight, descended upon, and is now vested in, *Dame Frances Croft*, his Sister and Heir, Wife of *Sir Archer Croft*, Baronet:

And whereas the said *Francis Annesley* is lately dead; and, upon his Death, his Real Estate descended upon, and is now vested in, *Arthur Annesley*, his Grandson and Heir at Law, who is also an Infant:

And whereas the said *Henrietta Bridget Asburnham*, the only Child of the said *John* late Earl of *Asburnham* by the said *Henrietta Maria* late Lady *Asburnham*, his Wife, died in or about the Month of *August* One thousand Seven hundred and Thirty-two, intestate, under the Age of Twenty-one Years, and unmarried; whereupon the Property and Benefit of, in, and to, the said Sum of Two thousand Pounds, secured, or intended to be secured, by the said Deed-Poll, or Indorsement, mentioned in the Master's Report herein before recited, being Part of the Surplus-money arising and produced out of the Real Estate of the said *Henrietta Maria* late Lady *Asburnham*, her Mother, which, by the Deeds and Settlements herein before mentioned, was directed to be laid out in the Purchase of Lands, to be settled to the Uses, and in manner, therein mentioned; and the Interest thereof did, upon the Death of the said *Henrietta Bridget Asburnham*, as aforesaid, result and belong to the Right Honourable *James* late Earl of *Derby*, her Uncle, who would, upon her Death, have been seised of, and intitled to, the Lands and Hereditaments so directed and appointed to be purchased (in case the same had been purchased and settled accordingly), in Fee-simple, as Heir at Law of the said *Henrietta Bridget Asburnham*; and the Benefit and Property of and in the said Two thousand Pounds, and the Interest thereof, doth, by virtue of, and under the Will of, the said *James* Earl of *Derby*, herein after mentioned, now belong unto, and is vested in, the Right Honourable *Edward* now Earl of *Derby*, as residuary Devisee and Legatee of the Real and Personal Estate of the said *James* late Earl of *Derby*:

And whereas the said *John* late Earl of *Asburnham* made his last Will and Testament, in Writing, bearing Date the Seventeenth Day of *March* One thousand Seven hundred and Thirty-two; whereby, after reciting (amongst other Things), That he was seised in Fee-simple of the Manor of *Bretberton*, and of divers Lands, Tenements, and Hereditaments, in the Town, Parish, Precincts, or Territories, of *Bretberton* aforesaid, or in some Place near or adjoining thereto, in the said County of *Lancaster*, he gave and devised the said Manor, Lands, Tenements, and Hereditaments, and all his Estate, Right, and Interest, therein, unto the Most Noble *Henry* Duke of *Kent*, since deceased; the Most Noble *Thomas* Holles, Duke of *Newcastle*; the Right Honourable *Henry Pelham*, Esquire, and *Matthew Lamb*, Esquire, their Heirs and Assigns, to the Use of them, their Heirs, and Assigns, for ever, upon Trust, that they, or the Survivors or Survivor of them, and the Heirs of such Survivor, should sell and dispose thereof, for as much Money as could be reasonably had or gotten for the same, and out of the Money arising by such Sale, and out of the Rents and Profits thereof until such Sale, pay, satisfy

satisfy, and discharge, the principal Sum due and owing, by Mortgage of the said Manor of, and Premises in, *Bretberton* afore said, unto the said *Edward Southwell* and *Richard Waring*; which, in and by the said Will, is mentioned to be Four thousand Pounds; but appears, as afore said, to be the Sum of Four thousand Five hundred Pounds, and all Interest for the same; and, after raising and paying the same, and the Interest thereof, he willed and directed, That the Surplus of the Money arising by such Sale of the same Premises, and of the Rents and Profits thereof respectively, in the mean time, until such Sale, should sink and go into the Residue of his Personal Estate; and he appointed the said *Henry Duke of Kent*, *Thomas Holles Duke of Newcastle*, *Henry Pelham*, and *Matthew Lamb*, Executors of his said Will:

And whereas a Tryal was had in his Majesty's Court of King's Bench at *Westminster*, in *Easter Term* One thousand Seven hundred and Forty-one, in an Ejectment brought by *Thomas Neale*, Esquire, as Lessee of the Most Noble *James Duke of Athol*, Plaintiff, against *John Wilding*, and others, Defendants, for recovering the Possession of the said Moiety of the Manor of *Bretberton*, and other the Premises in *Bretberton* afore said; and upon the said Tryal it was, by a Special Verdict of the jury impanelled and sworn to try the said Cause, found (amongst other Things), That King *Henry the Seventh*, by Letters Patents under the Great Seal of *England*, bearing Date the Twenty-fifth Day of *February*, in the Fourth Year of his Reign, did give and grant unto *Thomas*, whom he had lately created Earl of *Derby* (amongst other Lands and Hereditaments therein mentioned and described) the said Moiety of the Manor of *Bretberton*, and all Lands, Tenements, Rents, Reversions, and Services, with their Appurtenances in *Bretberton*, late of *James Harrington*, Esquire, and which, by reason of his Forfeiture and Attainder, came unto, and were then in the Hands of, the said King, to hold, unto the said *Thomas Earl of Derby*, and the Heirs Male of his Body; and that, upon his Death, the Premises descended to *Thomas Earl of Derby*, his Grandson, and Heir Male of his Body; and that, in the Fifth Year of the Reign of King *Henry the Eighth*, a Recovery was had against the said *Thomas Earl of Derby* the Grandson, of the said Premises in *Bretberton* afore said; and that, upon his Death, the same descended to *Edward Earl of Derby*, his eldest Son, and Heir Male of his Body; and from the said Earl *Edward* to *Henry Earl of Derby* his eldest Son, and Heir Male of his Body; and that the said *Henry Earl of Derby* had Issue Male of his Body *Ferdinando* his eldest Son, afterwards Earl of *Derby*; and *William Stanley* his Second Son, afterwards likewise Earl of *Derby*; and that the said Earl *Ferdinando* died without any Issue Male of his Body, leaving Issue Three Daughters, *Anne*, *Frances*, and *Elizabeth*; and that, in the Forty-second Year of the Reign of Queen *Elizabeth*, several common Recoveries were, at the Sessions held at *Launcester*, had and suffered, of the Lands and Premises in *Bretberton* afore said, wherein the said *William Earl of Derby*, and Lady *Anne Stanley*, Lady *Frances Stanley*, and Lady *Elizabeth Stanley*, the Daughters and Coheirs of the said *Ferdinando Earl of Derby*, and *Edward Stanley*, Esquire, were vouched; and it was also found, that by an Act of Parliament, made and passed in the Fourth Year of the Reign of the late King *James the First*, intituled, *An Act for the Establishment and Assurance of divers of the Possessions and Hereditaments of Ferdinando late Earl of Derby*, after stating or taking Notice, that the said *William Earl of Derby* was Brother and Heir Male of the said *Ferdinando Earl of Derby*; and that *Elizabeth* Wife of *Henry Earl of Huntingdon*, *Anne*, Wife of *Gray Bridges Lord Chandos*, and Lady *Frances Egerton*, Wife of Sir *John Egerton*, Knight, were Daughters and Coheirs



Cohairs of the said Earl *Ferdinando*, who died without Issue Male of his Body; and that, after the Death of the said Earl *Ferdinando*, divers Suits and Controversies had arisen between the said *William* Earl of *Derby*, and the said Ladies, as well touching the State, Right, and Title, of, in, and to, the Manors, Lands, and Hereditaments, of the said Earl; as also for the Portions and Advancements of the said Ladies *Anne*, *Frances*, and *Elizabeth*; and that, for the ending and determining the said Suits and Controversies, the said *William* Earl of *Derby*, and other Issues Male of the Honourable House of *Derby*, and also the said Ladies, before their Intermarriage, did submit themselves to the Arbitrement and Judgment of *Thomas* Lord *Buckburst*, *Gilbert* Earl of *Sbrewsbury*, *George* Earl of *Cumberland*, *George* Lord *Hunsdon*, and Sir *Robert Cecil*, Knight; and that the said Honourable Persons, so elected to end the said Controversies, did agree, order, and determine, that such and so many of the Castles, Manors, Lands, Teneiments, and Hereditaments, late Parcel of the Possessions and Hereditaments of the said *Ferdinando* Earl of *Derby*, in the Towns, Hamlets, Villages, and Places therein after mentioned, should be assured, conveyed, and enjoyed, unto and by such Person and Persons, and for such Estates, and with and under such Limitations, Powers, Liberties, Declarations, and Savings, and in such Manner and Form, as thereafter is mentioned; and that the said *William* Earl of *Derby*, and Countess *Elizabeth* his Wife, and the rest of the Issues Male descended from that Honourable House of *Derby*, and also *Alice* Countess Dowager of *Derby*, and the said Ladies *Elizabeth*, *Anne*, and *Frances*, Daughters of the said late Earl *Ferdinando*, before and until their several Marriages, and since their said Marriages, their said Husbands and they did hold themselves well contented and satisfied; it was (amongst other Things) Enacted, That the said *Alice* Countess of *Derby*, during her Life; and, after her Decease, the said *Elizabeth* Countess of *Derby*, during her Life; and, after her Decease, the said *William* Earl of *Derby*, and the Heirs of his Body lawfully begotten (if the Heirs Male of the Body of the said *Thomas*, the First Earl of *Derby*, or any of them, live so long); and, in Default of such Issue of the said *William* Earl of *Derby*, Sir *Edward Stanley*, therein named, and the Heirs Male of his Body; and, in Default of such Issue, the said *Anne* Lady *Chandos*, and the Heirs of her Body (if the Heirs Male of the Body of the said *Thomas* Earl of *Derby*, or any of them, live so long); and, in Default of such Issue of the said Lady *Chandos*, the said Lady *Frances Egerton*, and the Heirs of her Body (if the Heirs Male of the Body of the said *Thomas* Earl of *Derby*, or any of them, live so long); and, in Default of such Issue, the said *Elizabeth* Countess of *Huntingdon*, and the Heirs of her Body (if the Heirs Male of the Body of the said *Thomas* Earl of *Derby*, or any of them, live so long); and, in Default of such Issue, the right Heirs of the said *Edward* Earl of *Derby* (if the Heirs Male of the said *Thomas* Earl of *Derby* live so long); and every of them severally and respectively; should and might from thenceforth for ever, have, hold, and enjoy, all and every the Manors, Messuages, Lands, Teneiments, Rents, Reversions, Services, Hereditaments, Liberties, Franchises, and Jurisdctions whatsoever, at any time theretofore, the Inheritance of the said *Ferdinando* late Earl of *Derby*, in *Bretberton*, within the said County of *Lancaster*: And it was thereby provided, that the King, his Heirs and Successors, and all and every other Person or Persons, Bodies Politick and Corporate, their Heirs and Successors, Executors, Administrators, and Assigns, and every of them, other than the Persons to whom any Estate or Estates are therein before limited, or mentioned to be limited, and their Heirs, should have, hold, and enjoy, all and every such and the same Estate and Estates, Lease and Leases, Rights, Titles, Interest, Reversions, Rents, Annuities, Pensions, Services, Tenures, Premier Seisins, Liveries, Actions, Statutes, Bonds, Recognizances, Debts, Extents, Executions, Judgments, Entries, Conditions,

Covenants, Warranties, Uses, Possessions, Offices, Commons, Liberties, Easements, Profits, Commodities, Emoluments, Claims, and Demands, as the said King, his Heirs and Successors, or any of them, or any other Person or Persons, Bodies Politick and Corporate, their Heirs, Successors, Executors, Administrators, or Assigns (other than the Persons before excepted, to whom any Estate or Estates is before limited by the said Act), then lawfully had, or thereafter should or might lawfully have or claim of, in, to, out, of, or for, any the said Castles, Manors, Lands, Tenements, Rents, Reversions, Services, and Hereditaments, or of, in to, out of, or for, any of them, in such and the same Manner and Form, to all Intents, Constructions, and Purposes, as if the said Act had never been made: And it was thereby also found, that, upon the Death of the said *William* Earl of *Derby*, the said Moiety, Tenements, and Premises, descended to *James* Earl of *Derby*, his eldest Son, and Heir Male of his Body; and that the said Earl *James* had Issue Male of his Body, lawfully begotten, *Charles* his eldest Son, afterwards Earl of *Derby*, *Edward* his Second Son, *William* his Third Son, and *Mary*, *Catharine*, and *Emilia*, his Three Daughters; and that, upon the Death of the said Earl *James*, the Premises descended to *Charles* Earl of *Derby*, his Son, and Heir Male of his Body; and that a Fine was levied of the same Premises by the said Earl *Charles*, in the Court at *Lancaster*, in the Seventeenth Year of the Reign of the late King *Charles* the Second; and that a Recovery was suffered thereof in the Twenty-first Year of the same Reign, wherein the said Earl *Charles* was vouched: And it was also found, that the said *Charles* Earl of *Derby*, had Issue Male of his Body, lawfully begotten, *William George Richard*, his eldest Son, afterwards Earl of *Derby*, *Robert* his Second Son, *James* his Third Son, afterwards likewise Earl of *Derby*, *Charles* his Fourth Son, and *Charlotta* his Daughter; and that, upon his Death, the said Moiety and Premises descended to his said Son *William George Richard* Earl of *Derby*, who died without Issue Male of his Body lawfully begotten, leaving Two Daughters, the said *Henrietta Maria*, and *Elizabeth*; and that the said *Elizabeth* died without any Issue of her Body; whereby the said *Henrietta Maria*, first married to the Earl of *Anglesey*, and afterwards to *John* Lord *Asburnham*, became sole seised of the Premises; and that a Fine was thereof levied by her in the Court at *Lancaster*, in the Seventh Year of the Reign of Queen *Anne*: And it was thereby also found, that the said *James* Earl of *Derby* made his Will on the Twentieth Day of *December* One thousand Seven hundred and Thirty-five; and thereby gave and devised all his Honours, Castles, Manors, Messuages, Lands, Tenements, Rectories, Advowsons, Reversions, Remainders, real Estates, and Hereditaments whatsoever and wheresoever (except as is therein excepted), unto, and to the Use of, Sir *Edward Stanley*, Baronet, now Earl of *Derby*, his Heirs and Assigns for ever; and that the said *James* Earl of *Derby* died on the Twenty-fourth Day of *February* One thousand Seven hundred and Thirty-five, without Issue Male of his Body lawfully issuing: And it was thereby also found, that *Edward* the present Earl of *Derby* is Heir Male of the Body of *Thomas* Earl of *Derby*, named in the said Letters Patent; and that the Reversion in Fee of the said Moiety, Tenements, and Premises, ever since the making the said Letters Patent, had continued and remained in the Crown; and that, after the Death of the said *James* the last Earl of *Derby*, the said *James* now Duke of *Atbol* entered into the said Moiety, Tenements, and Premises, and demised the same to the said *Thomas Neale* the Plaintiff, who entred into the same Premises, and was possessed thereof until he was ejected by the said *John Wilding*, and other the Defendants therein named:

And



And whereas, upon arguing the said special Verdict in the Court of King's Bench in *Easter Term* in the Twenty-third Year of the Reign of his present Majesty, Judgment was given for the Defendants in the said Ejectment :

And whereas the said *John* late Earl of *Asburnham* died in the Year One thousand Seven hundred and Thirty-six, leaving by the Right Honourable *Jemima* Countess of *Asburnham*, his last Wife (who died in his Life-time), only one Son, namely, the Right Honourable *John* now Earl of *Asburnham*, and no other Issue ; and the said *Bertram Asburnham*, the Brother of the said *John* late Earl of *Asburnham*, died since unmarried, and without Issue ; and the said *John* now Earl of *Asburnham*, as only Son of the said *John* late Earl of *Asburnham*, his Father, and Heir of the Body, and right Heir of the said *John* late Lord *Asburnham*, his Grandfather, is, by and under the said Indentures of Lease and Release of the Twenty-second and Twenty-third of *November* One thousand Seven hundred and Twenty-three, intituled to a Settlement and Conveyance of the Lands to be purchased with the said Four thousand Five hundred Pounds, being Part of the Surplus-money arising by Sale of the Lands and Hereditaments in the County of *Bedford*, and herein before-mentioned to be secured by Mortgage of the Manor, Lands, and Premises, of and in *Bretberton* aforesaid, herein before-mentioned to be made to the said *Edward Southwell*, and *Richard Waring*, as aforesaid, to the Use of him the said *John* now Earl of *Asburnham*, in Tail General, with Remainder to himself, in Fee-simple ; and which Estate and Interest, in case such Purchase, Conveyance, and Settlement, was made accordingly, might, by common Assurance, and due Course of Law, be converted by the said *John* now Earl of *Asburnham*, into a Fee-simple Estate, and become absolutely in his Power, and subject to his Disposition :

And whereas the said *Henry Duke of Kent* died in the Year One thousand Seven hundred and Forty ; and the surviving Trustees and Executors, named and appointed in and by the Will of the said *John* late Earl of *Asburnham*, are willing and desirous, that the said Estate at *Bretberton* aforesaid should be sold and disposed of, for the Purposes in the said Will mentioned ; and the said *Edward Earl of Derby* is willing and desirous, that the said Sum of Two thousand Pounds, herein before-mentioned to be Part of the Surplus-money arising and produced out of the real Estate of the said *Henrietta Maria* late Lady *Asburnham*, and directed to be laid out in the Purchase of Lands, to be settled as aforesaid, (and which Lands, in case the same had been purchased and settled pursuant to such Direction, would now have been veited in him in Fee-simple, and absolutely in his Power und Disposition), may be paid to him, instead of, of and in Exchange or Commutation for such Purchase and Settlement ; and the said *John* now Earl of *Asburnham*, is also desirous, that the said Sum of Four thousand Five hundred Pounds, herein before-mentioned, to be Part of the Surplus-money arising by Sale of the Estate in the County of *Bedford*, and to be secured by Mortgage, of the Manor and Lands, of and in *Bretberton*, unto the said *Edward Southwell* and *Richard Waring* as aforesaid, and directed to be laid out in the Purchase of Lands, to be settled in manner aforesaid (and which Lands, in case the same had been purchased and settled pursuant to such Direction, would now be absolutely in the Power of the said *John* now Earl of *Asburnham*, and might by him be converted into Money), may be paid to him instead of and in Commutation for, such Purchase and Settlement ; And although it appears,

pears, and is set forth, in and by the said Master *Thurston's* Reports of the Second and Twelfth Days of *June* One thousand Seven hundred and Thirty-one, that the Estate at *Bretberton* was purchased by the said *John* Earl of *Asbburnham*, and that he had then mortgaged the same to the said Defendant *Waring* for securing Four thousand Five hundred Pounds; and the said Master had approved of a further Security for Two thousand Pounds upon the same Estate, which is therein mentioned to be redeemable by the said Earl of *Asbburnham*; and the Persons intituled to the legal Interest and Property of and in the same Manor and Lands of and in *Bretberton*, under the said *Richard Waring*, are satisfied that they have no Right to or Interest in the said Estate, otherwise than as Trustees, as afore-mentioned, and are willing that the same may be disposed of, for the Purposes afore-mentioned; Yet as the original Mortgage-deed of the Sixth Day of *April* One thousand Seven hundred and Twenty-eight, whereof the Counterpart is herein before recited, and the said Indentures of Lease and Release of the First and Second Days of *June* One thousand Seven hundred and Twenty-five cannot be found; and the obtaining of proper Conveyances and Assurances of the said Estate from the Persons intituled to the legal Interest thereof, under the said Trustees, will be attended with great Difficulty, Expence, and Delay; and as the Reversion in Fee, expectant on the Estate Tail, so granted by King *Henry* the Seventh to the said *Thomas* the First Earl of *Derby*, and the Heirs Male of his Body, as afore-mentioned, doth still remain vested in the Crown, notwithstanding the Fines and Recoveries herein before-mentioned to have been levied and suffered thereof, as afore-mentioned, a good Title and Conveyance cannot be made of the said Manor and Premises to a Purchaser, in Fee-simple, without the Aid and Authority of Parliament; and as there are so many Persons in being upon whom, or upon whose Issue and Descendants, the Right, Title, or Claim, to the said Estate in Tail Male, created by the said Grant of King *Henry* the Seventh, may come unto, descend or devolve upon; and consequently the Reversion in Fee, in the Crown, is of little or no Value, Import, or Consideration:

*May it therefore please Your Most Excellent MAJESTY,*

At the humble Petition and Request of the said *Thomas* Holles, Duke of *Newcastle*, *Henry* Pelham, *Matthew* Lamb, *Edward* Earl of *Derby*, and *John* Earl of *Asbburnham*, That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all that the Manor or Lordship, or reputed Manor or Lordship, of *Bretberton*, in the said County of *Lancaster*; and all and every the Messuages, Farms, Lands, Tenements, Rents, and Hereditaments, which, in and by the said recited Indenture Tripartite of the Second Day of *June* One thousand Seven hundred and Twenty-five, inrolled in the Court of Common Pleas, were bargained and sold, and conveyed, or mentioned or intended to be bargained, and sold, and conveyed, by the said *John* Lord *Asbburnham*, afterwards Earl of *Asbburnham*, *Richard Waring*, *Bryan* Fairfax, and *Thomas* *Asbburgh*, unto, and to the Use of the said *Francis* *Annesley*, his Heirs and Assigns, with their and every of their Rights, Royalties, Members, and Appurtenances; and all Reversion and Reversions, Remainder and Remainders, in Fee-simple, of and in the same Premises now belonging to, or that can or may be claimed by his Majesty, his Heirs and Successors, as resulting to or remaining vested in him or them, upon or under,



or by virtue of, the said Letters Patents of King Henry the Seventh, or the said Act of Parliament made in the Fourth Year of the Reign of King James the First, or either of them, respectively, or otherwise howsoever, shall, from and after the *First* — Day of *May* — One thousand Seven hundred and Fifty-three, be settled upon and vested in, and the same are hereby, from thenceforth, settled upon, and vested in, the said *Thomas Holles Duke of Newcastle, Henry Pelham, and Matthew Lamb*, their Heirs and Assigns, to the Use of them the said *Thomas Holles Duke of Newcastle, Henry Pelham, and Matthew Lamb*, their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, exonerated, and indemnified, of, from, and against, all Uses, Estates, Trusts, Rights, Titles, Interests, Claims, and Demands, whatsoever, either in Law or Equity, of them the said *Edward Earl of Derby, and John now Earl of Ashburnham*, their respective Heirs, Issues, Executors, or Administrators, and all and every other Person and Persons claiming, or to claim, any Estate, Right, Title, or Interest, either in Law or Equity, of, in, to, or out of, the Premises, settled and vested by this Act, or any Part thereof, either mediately or immediately, by virtue of or under the said Indentures of Lease and Release of the Twenty-first and Twenty-second Days of *July* One thousand Seven hundred and Fourteen; the said Indenture Sexpartite of the Thirtieth Day of *August* One thousand Seven hundred and Seventeen; the said Indenture Tripartite of the Second Day of *June* One thousand Seven hundred and Twenty-Five, inrolled in the Court of Common Pleas; and the original Indenture of the Sixth Day of *April* One thousand Seven hundred and Twenty-eight, of which the Counterpart is herein before recited; and the Deed-Poll or Indorsement thereon; and the Will of the said *John Earl of Ashburnham*, or any of them respectively, or by, from, or under, or in Trust for, the said *John late Earl of Ashburnham, and Henrietta Maria Lady Ashburnham*, his Wife, late Countess Dowager of *Anglesey*, or either of them.

And it is hereby Enacted and Declared, That the said Manor, or reputed Manor, Lands, Tenements, Hereditaments, and Premises, hereby settled upon, and vested in, the said *Thomas Holles Duke of Newcastle, Henry Pelham, and Matthew Lamb*, and their Heirs, as aforesaid, are and were so vested in them, upon the Trusts, and to the Intent, that they the said *Thomas Holles, Duke of Newcastle, Henry Pelham, and Matthew Lamb*, or the Survivor of them, or the Heirs of such Survivor, do, and shall, with all convenient Speed, sell and dispose of the said Manor or reputed Manor, Lands, Tenements, Hereditaments, and Premises, either entirely, or in Parcels, unto any Person or Persons, that shall be willing to become Purchaser or Purchasers thereof, or any Part thereof, for the most Money and best Price and Prices that they can get for the same; and shall and do apply and dispose of the Money arising by such Sale or Sales, respectively, for the Purposes, and in manner, herein after mentioned; that is to say, In the First Place, for the paying and defraying the Costs, Charges, and Expences, incident to and attending the Obtaining and Passing this present Act; and do and shall, in the next Place, pay unto the said *John now Earl of Ashburnham*, and his Assigns, the said Sum of Four thousand Five hundred Pounds, herein before-mentioned, to be secured, by Mortgage of the said Manor and Lands of and in *Bretberton* aforesaid, unto the said *Edward Southwell and Richard Waring*, and directed to be laid out in the Purchase of Lands, to be settled in manner aforesaid, and all Interest incurred and become due for the same, from the Death of the said *John late Earl of Ashburnham*; and shall, and do, in the next Place, pay unto the said *Edward Earl of Derby*,

and his Assigns, the said Sum of Two thousand Pounds, so resulting or belonging to him by the Death of the said *Henrietta Bridget Ashburnham*, the Infant, and the Will of the said *James Earl of Derby*, as aforesaid, and mentioned in Master *Thurston's* Report of the Twelfth Day of June One thousand Seven hundred and Thirty-one, to be secured by the said Deed-Poll, or Indorsement therein referred to, and all Interest due, or to grow due, to the said *Edward Earl of Derby*, in respect thereof, after the Rate of four Pounds *per Centum per Annum*; and also upon Trust, that they the said *Thomas Holles Duke of Newcastle*, *Henry Pelham*, and *Matthew Lamb*, or the Survivor of them, or the Heirs of such Survivor, shall and do apply and dispose of the Residue and Surplus of the Money arising by such Sale or Sales, as aforesaid, which shall remain after Payment of the said several Sums of Money, Costs, Charges, and Expences, herein before directed to be issued, paid, and defrayed, as aforesaid, to and for such Purposes and in such manner, as the Residue and Surplus of the personal Estate of the said *John late Earl of Ashburnham* is, in and by his said Will directed and appointed to be paid, applied, and disposed of.

And it is hereby further Enacted and Declared, That the Receipt or Receipts of the said *Thomas Holles Duke of Newcastle*, *Henry Pelham*, and *Matthew Lamb*, or the Survivor of them, or the Heirs of such Survivor, under their, his, or her Hands or Hand, respectively, shall be a sufficient Discharge to the Purchaser or Purchasers of the Premises hereby vested, to be sold as aforesaid, or any Part thereof, and to their respective Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase-money, for which such Receipt or Receipts shall be given; and, after such Receipt or Receipts, the said Purchaser or Purchasers, his, her, and their Heirs, Executors, Administrators, and Assigns, shall be, and is and are hereby, absolutely acquitted and discharged of and from the same; and he, they, or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication, of the said Purchase-money, or any Part thereof.

And it is hereby further Enacted and Declared, That the said *Thomas Holles Duke of Newcastle*, *Henry Pelham*, and *Matthew Lamb*, shall not, nor shall either of them, or the Heirs, Executors, or Administrators, of either of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money, as he or they shall, respectively, actually receive; and that no one of them shall be answerable or accountable, for the Acts, Receipts, Neglects, or Defaults, of the other of them; and also, that they the said Trustees, their respective Executors and Administrators, shall and may, by and out of the Rents and Profits of the Premises hereby vested in them, as aforesaid, or out of the Money arising by Sale thereof, retain to and reimburse themselves all reasonable Costs, Charges, and Expences, that they, respectively, shall or may sustain, or be put unto, in and about the Execution of the Trusts hereby in them reposed.

Saving always to the KING's Most Excellent MAJESTY, his Heirs and Successors, All his and their right Estate, Interest, Claim, and Demand, of, in, to, and out of the Premises hereby vested and directed to be sold, other than and

except



except the said Reversion or Remainder in Fee-simple, expectant upon the Estate in Tail Male given and granted by King *Henry* the Seventh to the said *Thomas* then Earl of *Derby*: And also saving to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, other than and except the said *Edward* Earl of *Derby*, and *John* Earl of *Asburnham*, their respective Heirs, Issues, Executors, and Administrators, and all and every other Person and Persons, claiming, or to claim, any Estate, Right, Title, or Interest, either in Law or Equity, of, in, to, or out of, the Premises settled and vested by this Act, or any Part or Parts thereof, either mediately or immediately, by virtue of or under the said Indentures of Lease and Release of the Twenty-first and Twenty-second Days of *July* One thousand Seven hundred and Fourteen; the said Indenture Sexpartite of the Thirtieth Day of *August* One thousand Seven hundred and Seventeen; the said Indenture Tripartite of the Second Day of *June* One thousand Seven hundred and Twenty-five, inrolled in the Court of Common Pleas; the original Indenture of the Sixth Day of *April* One thousand Seven hundred and Twenty-eight, of which the Counterpart is herein before recited; and the Deed-Poll or Indorsement thereon, and the Will of the said *John* late Earl of *Asburnham*, or any of them, respectively, or by, from, or under, or in Trust, for the said *John* late Earl of *Asburnham*, and *Henrietta Maria* late Lady *Asburnham* his Wife, late Countess Dowager of *Anglesey*, or of them; all such Estates, Rights, Title, Interest, Claims, and Demands, of, into, or out of, the Premises vested and settled by this Act, or any other Part or Parts thereof, respectively, as they, every or any of them, respectively, had before the passing this Act, or could or might have had, enjoyed, and been intituled to, in case this Act had not been made.

except the said Reversion or Remainder in Fee Simple, expectant upon the Estate in Tail Male given and granted by King Henry the seventh to the said Mary; And also issuing to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, other than and except the said Edward Earl of Devon, and John Earl of Devonshire, their respective Heirs, Issues, Executors, and Administrators, and all and every other Person and Persons, claiming or to claim, say Elize, Right, Title, or Interest, either in Law or Equity, or in, to, or out of the Premises limited and vested by this Act, or any Part or Parts thereof, either immediately or mediately, by virtue of or under the said Indenture of Lease and Release of one Twenty-first and Twenty-second Days of May One thousand seven hundred and fourty-two; the said Indenture Expressive of the Thirtieth Day of January One thousand seven hundred and seventeen; the said Indenture Tripartite of the second Day of June One thousand seven hundred and twenty-five, enrolled in the Court of Common Pleas; the original Indenture of the Sixth Day of April One thousand seven hundred and twenty-eight, of which the Counterpart is herein before recited; and the Dead-Poll or Indentment thereon, and the Will of the said John late Earl of Devonshire, or any of them, respectively, or of them or under, or by them or under, for the said John late Earl of Devonshire, and his Heirs, Successors, Executors, and Administrators, his, her, and their Heirs, Issues, Executors, and Administrators, or of them, all such Rights, Titles, Interests, Claims, and Demands, as into, or out of, the Premises yielded and paid by this Act, or any other Part or Part thereof, respectively, as they, every one of them, respectively, had before the passing this Act, or could or might have had, enjoyed, and been entitled to, to call this Act had not been made.

An ACT for Enabling the  
Surviving Trustees and Exe-  
cutors of John late Earl of  
Alburburnham, deceased, to Sell  
and Convey his Estate at Bre-  
therton, in the County of Lan-  
caster, pursuant to the Di-  
rections, and for the Pur-  
poses; of his Will.